

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400144

PRINT DATE: 09/25/14

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1061654944  
LORENZ LAWN AND LANDSCAPE INC  
512 ROLAND AVE

BALTIMORE, MD 21208  
(410 ) 486-0425

### REFER QUESTIONS TO:

GWENDOLYN HUDSON  
(410 ) 767-7662  
GWENDOLYN.HUDSON@DGS.STATE.MD.US

**ITB:** 001IT819589

**EXPR DATE:** 12/01/17  
**POST DATE:** 09/24/14

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** 180,960.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

### MDVA OPERATING FUNDS

D55 15 245GF 0814 \$60,320.00  
D55 16 245GF 0814 \$60,320.00  
D55 17 245GF 0814 \$60,320.00

RETAIN SECTIONS A, B, C, AND D (IF APPLICABLE) FOR FUTURE REFERENCES.

VENDOR CONTACT: MR. BEN HALL, DIRECTOR OF OPERATIONS  
(443) 250-0745

AGENCY CONTACT: MR. CHRIS PISCITELLI  
410 923-6981

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	98836-MOWING	EA	2,320.0000

GROUPS MAINTENANCE: MOWING/LAWN MAINTENANCE

THE CONTRACTOR SHALL PROVIDE MOWING SERVICES FOR THE MARYLAND DEPARTMENT OF VETERANS CEMETERY AT THE GARRISON FOREST CEMETERY LOCATED AT 11501 GARRISON FOREST ROAD, OWINGS MILLS, MD 21117 FOR A (3) THREE YEAR PERIOD BEGINNING DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2014.

THE CONTRACTOR SHALL FURNISH ALL PERSONNEL, SUPERVISION, PROFESSIONAL EXPERTISE, VEHICLES, TOOLS, MATERIALS, SERVICES, EQUIPMENT, SUPPLIES AND QUALITY CONTROL TO ENSURE THAT THE GROUNDS MAINTENANCE IS

PERFORMED IN A MANNER THAT WILL MEET OR EXCEED THE REQUIREMENTS TO MAINTAIN HEALTHY GRASS AND THAT PRESENTS A CLEAN, NEAT, PROFESSIONAL AND AESTHETIC GROUNDS APPEARANCE THROUGHOUT THE CEMETERY.

THE COST SHALL BE \$2,230.00 PER MOW X 78 MOWS = \$180,960.00

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 06-1654944

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

LICENSE NUMBER

DATE OF EXPIRATION

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

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TERMS (cont'd):

MDOT'S MBE CERTIFICATION NUMBER

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_

*Gwendolyn Hudson*

BUYER AUTHORIZED DESIGNEE

DATE: 9-25-14

**SPECIFICATION SECTION C  
GROUNDS MAINTENANCE FOR:  
GARRISON FOREST VETERANS CEMETERY  
Baltimore County  
SMALL BUSINESS PREFERENCE PROCUREMENT  
Solicitation # 001IT818589 / MDDGS31015973**

**1. GENERAL INFORMATION**

- 1.1. This Invitation To Bid (ITB) has been issued by:

Gwendolyn Hudson, Procurement Officer  
Maryland Department of General Services  
Email – [Gwendolyn.hudson@maryland.gov](mailto:Gwendolyn.hudson@maryland.gov)

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

- 1.2. This ITB is to be read and construed as a whole.
- 1.3 Prospective Bidders who have received this document from a source other than eMaryland Marketplace [www.emarylandmarketplacebuyspeed.com](http://www.emarylandmarketplacebuyspeed.com) or from the Procurement Officer should immediately register on eMaryland Marketplace so that any changes or additional materials related to this ITB can be sent to them.
- 1.3 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. **Bidders shall not change or alter any Attachment or alter any other State attachments or the Bid will be rejected.**
- 1.4 Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.
- 1.5 In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace.  
**PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB.** DGS is not responsible for notifying Bidders of amendments to the ITB other than by posting amendments on eMaryland Marketplace.

**Small and Minority Business Enterprises are encouraged to respond to this solicitation**

**2. GENERAL INFORMATION**

The Maryland Department of Veterans Affairs, an Agency of the State of Maryland receives grants from the National Cemetery Administration (NCA), an Agency of the US Department of Veterans Affairs and therefore must adhere to the National Cemetery Administration's National Shrine Commitment, Operational Standards and Measures Manual.

The Maryland Department of Veterans Affairs honors veterans with a final resting place and lasting memorial that commemorate their service to our Nation. Veteran's Cemeteries are National Shrines.

**3. BACKGROUND**

- 3.1 The U.S. Department of Veterans Affairs (VA) State Cemetery Grants Program was established in 1978 to compliment VA's national cemeteries. The program assists states, territories and tribal governments in providing gravesites for Veterans in those areas where NCA cannot fully satisfy their burial needs. Cemeteries established under the grant program must conform to the standards and guidelines pertaining to site selection, planning and construction prescribed by VA.
- 3.2 In 1999 Congress passed legislation requiring VA to ensure that National Cemeteries serve as a dignified and respectful setting. Each Cemetery is to be an expression of appreciation and respect of a grateful Nation for the service and sacrifice of her veterans.
- 3.3 Further, each National Cemetery is to be maintained as a National Shrine. A National Shrine is defined as a place of honor and memory that declares to the visitor/family who views it as a majestic setting, offering a sense of serenity, historic sacrifice and nobility of purpose. The National Cemetery is a beautiful and awe-inspiring tribute to those who gave much to preserve our Nation's freedom and way of life.

**4. OVERVIEW**

The overall responsibility of the Contractor awarded this Contract is to plan, coordinate, organize, manage and perform the activities of "mowing and trimming" described herein, which are required to maintain a healthy and aesthetic appearance of the Cemetery grounds.

**5. CONTRACT TERM**

The term of this contract shall be for a period of three (3) years, beginning December 1, 2014 through November 30, 2017.

**6. PRE-BID CONFERENCE/SITE VISIT**

- 6.1 A Pre Bid Conference (Conference) will be held on **Monday, August 20, 2014 beginning at 10:00 a.m., at the Garrison Forest Veterans Cemetery, 11501 Garrison Forest Road, Owings Mills, MD 21117.**
- 6.2 Each Bidder is encouraged to attend the scheduled pre-bid conference/site visit, although it is not mandatory (See Section A, Paragraph 7). All interested Bidders are encouraged to attend in order to gain the best possible understanding of the ITB and to facilitate the Bidder's overall understanding and better preparation of their bids.
- 6.3 At the scheduled pre-bid conference/site visit, each bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract.
- 6.4 It is the sole responsibility of the Contractor to familiarize himself/herself fully with the building and the contents of these specifications. Failure to do so does not relieve the successful Bidder from his obligations to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid.
- 6.5 As part of a responsibility determination, Bidders may be required to schedule a site visit with the contact person identified on the ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document. For more pre-bid conference/site visit information, contact DGS Procurement Officer, Gwendolyn Hudson at (410) 767-7662.
- 6.6 As promptly as feasible after the Conference, a written summary of the Conference and all questions and answers known at the time will be distributed electronically via eMaryland Marketplace at [www.emarylandmarketplacebuyspeed.com](http://www.emarylandmarketplacebuyspeed.com) to all prospective bidders known to have received a hard copy of this IFB.

**7. SCOPE OF WORK**

- 7.1 The contractor shall furnish all personnel, supervision, professional expertise, vehicles, tools, materials, services, equipment, supplies and quality control to ensure that grounds maintenance is performed in a manner that will meet or exceed the requirements to maintain healthy grass and that presents a clean, neat, professional and aesthetic grounds appearance throughout the Cemetery in accordance with the Contract specifications and the National Cemetery Administration's National Shrine Commitment, Operational Standards and Measures Manual (Exhibit A).
- 7.2 All grass shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. Areas scheduled for mowing under this contract include burial sections, high visibility specialty areas (e.g., main entrance to cemetery, Chapel and Administration Building).

- 7.3 This service contract is for cemetery turf mowing and trimming of the headstones, Administration Buildings and Chapels at the Garrison Forest Veteran Cemetery. Grounds maintenance shall be performed in grave areas in accordance with the attached Mowing Zone Location Map (**Attachment 1**). The grave areas of each cemetery will be cut on the below listed schedule. At the Superintendent's discretion, the schedule may be modified based on weather and/or field conditions. The number of cuts under this contract may not exceed twenty-six (26) cuts per year.

The mowing season is defined as March through November.

<u>Calendar Year 2015</u>		<u>Calendar Year 2016</u>		<u>Calendar Year 2017</u>	
March	2 cuts	March	2 cuts	March	2 cuts
April	3 cuts	April	3 cuts	April	3 cuts
May	4 cuts	May	4 cuts	May	4 cuts
June	4 cuts	June	4 cuts	June	4 cuts
July	2 cuts	July	2 cuts	July	2 cuts
August	2 cuts	August	2 cuts	August	2 cuts
September	3 cuts	September	3 cuts	September	3 cuts
October	4 cuts	October	4 cuts	October	4 cuts
November	2 cuts	November	2 cuts	November	2 cuts

- 7.1 The Cemetery Superintendents may elect to alter the number cuts per month within the allowable total cuts if, in his/her opinion, growing conditions and/or other factors warrant it. The Cemetery Superintendent or his/her designee shall notify the Contractor of any alterations to the mowing schedule, a minimum of one (1) day prior to scheduled mowing and trimming.
- 7.5 All services under this scope of work shall be subject to the direction and approval of the Cemetery's Superintendent:

**Name**

Kenneth McKisset

**Number**

(410) 363-6090

- 7.6 Mowing and trimming shall be performed in a manner that will not damage the turf, flat granite markers, permanent in-ground flower vases, or other appurtenances on the property. The Contractor shall be responsible for repairing and/or replacing any damage to headstones, permanent in-ground flower vases and appurtenances.
- 7.7 The mowing zone consists of approximately seventy-five (75) acres with a maximum of 25,000 headstones, entrance area, Chapel and the Administration building to be trimmed.
- 7.8 The Contractor shall maintain the turf in burial and public areas at a height of three (3") inches and no lower.



- 7.9 The Contractor shall mow all turf areas on each mowing event.
- 7.10 Mowed areas shall be free of scalping, rutting, bruising, and uneven and rough cutting. Use of cutting equipment that is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing, or gouging of soil is not permitted. After cutting, grass shall have a uniform height.
- 7.11 The Contractor shall exercise care to insure that grass clippings are blown away from roadways and from the surface of flat granite markers. Blowing clippings back into turf areas will be acceptable. Clearly visible clumps of grass clippings and/or windrows of clippings, as a result of infrequent mowing, shall immediately be removed and disposed of at no extra cost to the State.
- 7.12 New seed/sod will be present at all newly buried gravesites, second interment gravesites, and repaired gravesites locations. New seed/sod areas shall be hand mowed until it is fully established to the point where it will not be damaged by riding mowers.
- 7.13 Contractor shall be familiar with and utilize different mowing patterns and shall change direction, change patterns, and vary mower wheel width patterns with after mowing thereby reducing turf wear, prevent wheel rutting, and provide neater appearance. All mowing around trees will be accomplished in a manner that prevents a "ringing pattern" around the tree and associated damage to turf.
- 7.14 There may be periods of excessive rainfall when the Contractor cannot access areas for mowing due to excessive wetness. The Cemetery Superintendent has the authority to stop work if weather conditions are such that work will do more damage than good to the Cemetery grounds. During those periods, the Contractor will be expected to ensure the grass is cut in less than a week's time once grass is suitable for mowing.
- 7.15 Trimming operations of all non-mowed turf areas will be considered part of mowing and accomplished concurrently with mowing operations. A mowing cycle will not be considered complete until all trimming operations are accomplished.
- 7.16 All non-mowed turf areas to include the base of headstones, flat markers, trees, planting beds, monuments, curbs/curbing, section markers, walls, fences, signs, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment shall be trimmed. Care should be taken to avoid contact with these elements (headstones, markers, monuments, walls, fences, trees, shrubs, flowers, any other desirable plant materials, etc., or any other structure that can be damaged by contact with the trimming device's cutting instrument). Areas will be mowed first, followed by the trimming operation.
- 7.17 The finished height of the trimmed grass will exactly match the height of the mowed grass.
- 7.18 Trimming will be accomplished free of scalping, rutting, bruising, and uneven and rough



cutting. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable.

- 7.19 All Headstones will be entirely edged nine (9) times during the mowing season at the Superintendents discretion with at least 2 (two) days' notice.

## **8. CONTRACTORS REPSONSIBILITIES**

Contractor shall be responsible for:

- 8.1 Supplying all equipment, personnel, tools, supplies, and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- 8.2 The supply, maintenance, and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of the contract. No contractor equipment maintenance repairs of any kind can be done on cemetery property without the Cemetery Superintendent approval.
- 8.3 Ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- 8.4 No Contractor equipment and supplies (property) required to perform work under this contract shall be stored on the cemetery premises. No personal property, equipment, or vehicles shall be stored on the cemetery premises.
- 8.5 Providing all ground maintenance services including but not limited to: regular mowing, trimming, removal of leaves and debris, as well as, sweeping or blowing off roads, and around flagpole bases.
- 8.6 Turf maintenance: Maintain proper grass heights, different mowing patterns, for the type of turf at the Garrison Forest Veterans Cemetery.
- 8.7 Turfgrass surrounding headstones trimmed to its recommended height for the type of turf at the Garrison Forest Veterans Cemetery.
- 8.8 Trimming Turf Grass Heights: Trimmed and mowed grass will be at the same height; including, areas such as around planting beds, monuments, curbs, walls, fences, signs, etc.
- 8.9 Provide a safe working environment for the Contractor, Cemetery staff and general public.

- 8.10 Ensuring all work conforms to the National Cemetery Administration's National Shrine Commitment, Operational Standards and Measures Manual.

**9. HOURS WHEN WORK MAY BE PERFORMED**

- 9.1 Work shall be performed between the hours of 8:00 a.m. and 4:00 p.m. local time, Monday through Friday except observed Holidays or unless otherwise directed by the Cemetery Superintendent. At Contractor request and with the written permission of the Cemetery Superintendent, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit during the week, then the Contractor shall make arrangements with the Cemetery Superintendent to work on weekends in order to meet the standards of performance. The State will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified Contract.
- 9.2 A schedule for mowing in accordance with Section 7.2 above shall be established by the Contractor and approved by the Cemetery Superintendent. All mowing and trimming must be accomplished in no more than two (2) consecutive workdays and shall be performed so as to cause the least disruption to funeral services being conducted in the cemetery.
- 9.3 To ensure continuity and pass down of any information the Contractor is required to check in with the Superintendent/Cemetery office prior to any scheduled mowing.
- 9.4 The hours of operation at the Cemetery are 8:00 a.m. to 5:00 p.m. Monday through Friday. Hours of operation for Saturday, Sunday and State holidays are 8:00 a.m. to 5:00 p.m. for visitation only.

**10. STATE HOLIDAYS:**

State holidays which shall be observed by the Contractor shall include:

New Year's Day	Independence Day	Martin Luther King Day
Labor Day	Washington's Birthday	Columbus Day
Veteran's Day	Memorial Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

And all other additional days authorized by the Governor, plus official general election holidays and Service Reduction Days.

**11. RESPONSIBILITY OF EACH CEMETERY**

- 11.1 The Cemetery Superintendents shall determine if performance is within the standards set forth in these specifications.

11.2 The Cemetery Superintendent shall assure that all trash, wilted live flowers, artificial flowers, and empty temporary flower vases are removed from grave areas prior to any scheduled mowing.

11.3 The Cemetery Superintendent shall assure that the cup on all permanent in-ground flower vases is placed into its base prior to any scheduled mowing.

**12. STANDARDS OF EMPLOYEE CONDUCT**

Contractor's personnel shall be required to adhere to the following standards of dress and conduct as briefly mentioned here, while performing work in the Cemetery.

12.1 Clothing shall be presentable and suitable to work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are required. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.

12.2 Behavior and language must be appropriate, reverent, and respectful at all times.

12.3 Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.

12.4 Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.

12.5 Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.

**13. PARKING AND REGULATIONS**

Contractor employees shall park privately owned vehicles in the area designated for parking by the Director or his designee. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery will not validate or make reimbursement for parking violations of the Contractor's employees under any conditions. Smoking is prohibited inside any buildings at the Cemetery. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search

**14. USE OF CEMETERY FACILITIES**

14.2 The State shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.

14.3 The State will not furnish a storage building at the Cemetery site for use by the Contractor to

store supplies and equipment. The State will provide an area designated for the Contractor's use.

## **15. SUPERVISION AND TRAINING**

- 15.1 The Contractor shall provide a competent and experienced English speaking Supervisor who speaks and writes fluent English on site, and all times when Contractor personnel are on the premises. The Contractor Superintendent must have not less than five (5) years experience as a direct supervisor of grounds maintenance operations that included mowing and trimming in industrial, commercial or public sites. The Contractor Superintendent shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- 15.1.1 The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the State. If the Contractor fails to act in this regard, or the reason for removal is immediately required to protect the interests of the State, the Director or his designee may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Procurement Officer (PO) for final resolution; however, the Contractor will first immediately comply with the Director or his designee direction pending any PO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of the employee being removed for cause; unless the removal is directed by the Director or his designee, and is later invalid and/or unreasonable by the Procurement Officer. See Section 18 and 18.1.
- 15.2 The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by the Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
- a) National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
  - b) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
  - c) Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in

accordance with NFPA 241.

Site supervisor/foreman is required to hold a 10 hour OSHA certification

**16. PAYMENT TO THE CONTRACTOR**

- 16.1 At the end of each month the Contractor shall render to the Cemetery Superintendent, an itemized invoice showing the areas mowed based on the number of approved mows made that month.
- 16.2 The Contractor will be paid based on the cost of each mow as bid.
- 16.3 The Contractor's federal identification number or social security number must be indicated on the front of the invoice. The name of the Cemetery and address shall be printed on each corresponding invoice.

All invoices shall be addressed as follows:

Maryland Department of Veterans Affairs  
ATTN: Fiscal Department  
3rd Floor - Room 3020  
31 Hopkins Plaza  
Baltimore, MD 21201

- 16.4 The Cemetery Superintendent or his/her designee shall review each invoice.

**17. QUALIFICATIONS OF BIDDERS AND DETERMINATION FOR RESPONSIBILITY:**

- A. Unless stated elsewhere in the solicitation package, the minimum qualifications for award for this solicitation are as follows: The Successful Bidder must have a minimum of three (3) years of successful performance of the specified requirements in comparable scope and magnitude. References substantiating this experience must be provided timely upon request by the Procurement Officer.

The Bidder shall submit online with the bid response on the Company Profile five (5) references of companies or organization for which the Bidder provided services in scope, type, size, magnitude and complexity comparable to those specified in this Specification. Each reference must include:

- a. Name and complete address of business or company
- b. Name of the contact person, email address, and current phone number
- c. Term and length of each contract
- d. Size and type of facility (square footage)

- e. Type of services provided
  - f. Names of supervisory personnel who will perform under the contract, specifying the length and type of experience of each such personnel
  - g. Contract value
- B. Information provided on resumes will be verified, as well as any applicable licenses. In addition, the contractor's information will be sent to Maryland Assessments and Taxation for verification that he/she is cleared of any issues of non-payment and the company is in good standing. It will be the Bidder's responsibility to timely clear any outstanding issues upon notification.
- C. Further, if this solicitation does not carry an MBE goal and the Bidder failed to attend the pre-bid or site visit prior to bidding, the Bidder will be required to visit the site in order to confirm that their bid is in accordance with the terms, conditions and specifications. The State Agency is not responsible to meet the Bidder's schedule. In order to be considered for award, the Bidder must attend the site visit at the available schedule of the State Agency Point of Contact within five (5) working days of notification by the Procurement Officer.
- D. References will be contacted. Only prior contract work that can be substantiated may be used for a responsibility determination. The Procurement Officer is not responsible for incorrect or outdated email addresses, phone numbers or references that fail to respond within three (3) business days.
- E. All requirements above must be met in the time limit provided by the Procurement Agent. Unreasonable failure to supply information promptly in connection with a determination of responsibility is grounds for rejection of the Bidder as not responsible. See COMAR 21.06.01.01 B. (1).
- F. **COMMUNICATION:**  
The bidder/contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Procurement Officer or designee within 24 hours will jeopardize a Bidder's determination of responsibility and the bid may be rejected. Once the contract is awarded, failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time may render the contract subject to termination for cause.

**18. SCHEDULE OF REDUCTIONS FOR NON-PERFORMANCE OR FAILURE TO MEET THE STANDARDS SPECIFIED IN THE CONTRACT.**

The following reductions shall be used in adjusting the Contractor's invoice when the Contractor fails to perform any task required in these specifications or perform any task below the standards as required by the specifications in the contract. The Contractor may

appeal the Superintendent's determination in accordance with this section. (See Section 18.1 Disputes for Deductions)

**For each 12 month period of the contract:**

- **First occurrence:** Written documentation notice from the Superintendent to the Contractor.
- **Second occurrence:** Written documentation and deduction of 10% of monthly invoice amount.
- **Third occurrence:** Written documentation and deduction of 15% of monthly invoice amount in addition to a reminder notice from the Procurement Officer.
- **Any additional occurrence:** Written documentation and deduction of 20% of monthly invoice amount.

**NOTE:** Copies of all correspondence regarding this clause must be submitted to the DGS Procurement Officer.

Reductions for "No Shows" may be based on the normal number of Contractor personnel assigned to the building multiplied by the hours normally worked by the Contractor, at the hourly rate of the bid.

When, in the judgment of the Superintendent, a deficiency is not addressed by the Contractor after timely notification, the DMVA Procurement Officer may approve of DMVA another outside firm/contractor to do the work in question and deduct the full cost of that work from the Contractor's monthly invoice.

The referenced conditions (examples) may result in Termination for Default of the contract by the DGS Procurement Officer.

**18.1 DISPUTES ARISING FROM REDUCTIONS**

Should the Contractor dispute the validity of a reduction determination made by the Superintendent, he/she may appeal the reduction to the Procurement Officer at the DMVA, within seven (7) calendar days of receiving the notice of the reduction.

The DMVA Procurement Officer or designee will review the reduction and make written determination as to its validity within seven (7) calendar days of the receipt of the appeal from the Contractor.

**19. CONTRACTORS INSURANCE:**

The Contractor must furnish and keep in effect during the term of this contract the following: General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.

On the Certificate of Liability, the "**DESCRIPTION OF OPERATIONS**" shall read as



follows:

**“GROUNDS MAINTENANCE SERVICES @ The Maryland Department of Veterans Affairs. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED”.**

The “certificate holder” shall read as follows:

Department of General Services  
Room M-3  
301 West Preston Street  
Baltimore, MD. 21201

Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.

Motor Vehicle Liability Insurance - with a minimum bodily injury limit of \$300,000 for each person and \$500,000 aggregate for each occurrence.

The Contractor shall indemnify and save harmless and defend the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor or any Sub Contractor or their employees, agents or representatives.

**20. FIDELITY BOND**

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the state or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later than time of award.

**Note:**

Certificate of Liability Insurance and Workmen's Compensation Insurance must be submitted in person, by fax or electronically to the Procurement Officer within five (5) days of the request.

These certificates shall be held on file by the Procurement Office for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the

Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

21. **MARYLAND DEPARTMENT OF HUMAN RESOURCES HIRING AGREEMENT**

By submitting a bid or proposal in response to this solicitation, the Bidder/Offeree agrees to execute and comply with the enclosed Maryland Department of Human Resource (DHR) Hiring Agreement (DHR Hiring Agreement.pdf). The Hiring Agreement is to be executed by the Bidder/Offeree and delivered to the procurement officer within ten (10) days following receipt of Notice by the Bidder/Offeree that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with 12-224, State finance and Procurement Article.

22. **LIVING WAGE REQUIREMENTS**

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and subcontractors are subject to the Living Wage Law and shall pay each covered employee at least \$13.91 per hour.

When State contract services valued at 50% or more of the total value are performed in the Tier 2 Area a Bidder shall pay each covered employee at least \$9.91 per hour.

This contract is deemed a **Tier 1 contract**. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the Department of Juvenile Services or the State of Maryland once the contract has commenced.

**NOTE:**

Effective, at midnight on September 26, 2014, Living Wage rates are \$13.39 per hour in Tier 1 areas and \$10.06 in Tier 2 areas, depending on the location where the services are performed or on the location benefiting from the work. The rates change each year and are published 90 days from the end of the State fiscal year. Please view the link below for details:

<http://www.dllr.state.md.us/labor/prev/livingwage.shtml>

**23. BID/PROPOSAL AFFIDAVIT:**

The Bid/Proposal Affidavit may be submitted with the bid electronically or prior to the bid opening. The Bid/Proposal Affidavit can be mailed or hand carried in a sealed envelope to the attention of Gwendolyn Hudson, 301 W. Preston St., Room M-3, Baltimore, MD 21201.

**24. SMALL BUSINESS PREFERENCE PROCUREMENT**

This procurement has been designated for a small business preference under COMAR 21.11.01.05. The procurement agency will accept the most favorable responsive bid from a responsible small business (COMAR 21.01.02.01B(80)) if the bid of the small business does not exceed the most favorable responsive bid received from a responsible bidder who is not a small business by: (1) more than 5 percent; (2) more than 7% for a veteran-owned small business; (3) more than 8% for a disabled-veteran-owned small business; or (4) the percentage otherwise identified in the solicitation as the small business preference.

**25. BASE BID**

The base bid (eMaryland Marketplace Line 001) shall include the total cost for thirty-six (36) months to provide the provision of ground maintenance as described in these specifications. The price shall cover performance of all requirements including supplies, equipment, wages, overhead and profit for the entire term of the contract. The following is an example of the eMarylandMarketplace solicitation:

78 each	x \$	_____	= \$	_____
(Three (3) years		(Cost per cut)		(Base Bid)
of total mows)				

**EXAMPLE:**

78 each (mows)	<b>X</b>	<b>\$1,000.00</b>	<b>=</b>	<b>\$78,000.00</b>
Garrison Forest		cost per cut		base bid

**26. BASIS OF AWARD**

The contract will be awarded to the responsive and responsible Bidder submitting the lowest Base Bid or Evaluated Base based on fund availability for the three (3) year term of the contract.

**NOTE:**

**Failure of the Contractor to bid all line items shall result in the bid being declared a non-responsive bid, and the bid will be rejected from consideration.**